

Exhibit A

Engagement Letter



RACHAEL L. SMILEY

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December 7, 2022

Via Email: jason.stokes@computenorth.com

Compute North Holdings, Inc.
Attn: Jason Stokes,
Chief Legal Officer, General Counsel and Corporate Secretary
7575 Corporate Way
Eden Prairie, MN 55344

Re: Engagement of Ferguson Braswell Fraser Kubasta PC

Dear Mr. Stokes:

We appreciate your confidence in Ferguson Braswell Fraser Kubasta PC (the "Firm") to represent Compute North Holdings, Inc. and its co-debtors (collectively, "you", or the "Client") in its chapter 11 case: *In re Compute North Holdings, Inc., et al.*, No. 22-90273, pending before the United States Bankruptcy Court for the Southern District of Texas (the "matter").

This letter agreement confirms your engagement of the Firm (the "Engagement") and sets forth the terms and conditions that will govern your relationship with the Firm concerning any legal representation provided. Please read this agreement carefully. Indeed, it is advisable to retain separate legal counsel to assist you with your evaluation of this letter. If, after a review of this letter agreement, you find it satisfactory and you continue to desire the Firm to represent you, please sign one copy of the letter and return it to the Firm. Should you have any questions or concerns about this letter agreement, we will be happy to discuss them with you. The Firm follows the "The Texas Lawyer's Creed - A Mandate for Professionalism," a copy of which can be found on our website at www.fbfbk.law.

Legal services provided by the Firm for the Client will be performed at the Firm's standard hourly rates, which vary between \$150 and \$700 per hour and are subject to change; however, no change is anticipated before January 1, 2023. Attached as Exhibit A is a list of the Firm's practice areas, and current hourly range. The Firm may, in its discretion, utilize other attorneys and paralegals in the Engagement, as may be necessary or appropriate and in the best interest of the Client. The Firm anticipates that Rachael Smiley will manage the case and perform a majority of the services on this matter. Her current hourly rate is \$500 per hour.

The Firm's standard method of computing fees for legal services is to record the time spent by each person performing services (in tenth of an hour increments) and to charge such time at the individual's applicable hourly rate. The Firm may also charge flat and standard fees for certain types of work or projects and this may vary from the actual time spent by the Firm on such work or projects.

The Firm invoices its clients for reimbursement of expenses incurred on their behalf. Expenses may include filing fees, long distance telephone calls, facsimile charges, on-line database charges, photocopying, mail, overnight courier services, and messenger fees. Any such expenses incurred by the Firm on the Client's behalf will be added to the statement for the month in which such expenses are

FERGUSON BRASWELL FRASER KUBASTA PC

December 7, 2022

Page 2

recorded in the Firm's billing system. The Firm, however, is under no obligation to advance any such fees or expenses on behalf of the Client. From time to time, the Firm, in its discretion, may request that the Client directly pay individual expenses or costs, as the Firm determines may be appropriate, in the Firm's discretion.

The Firm bills on a monthly basis. This allows the Firm's clients to monitor both current and cumulative legal fees. Subject to the bankruptcy court's fee approval process, our invoices are due on receipt and any amount thereof not fully satisfied within 30 days from such receipt will accrue interest on the unpaid amount at the lesser of the maximum rate allowed by law or 18% per annum for the entire period from the date of your receipt of the invoice. Invoices may be transmitted to you via email or other electronic means or by traditional means, such as mail or hand delivery, in accordance with the contact information we have for you or your representatives on file. The Firm reserves the right, as it does with all of its clients, to suspend or terminate any work in progress in the event timely payment of its invoices is not made. Moreover, if, during the course of our representation, billing disputes arise which remain unresolved, the Firm reserves the right to withdraw from any further representation of the Client. If for any reason the Firm suspends or terminates its work for the Client or otherwise withdraws from its representation of the Client, such suspension, termination or withdrawal shall constitute the Client's free and knowing assent to the Firm's termination of the Engagement and representation by and for the Client.

The Firm ordinarily requires an initial retainer but does not require one for this matter. Fees will be calculated on a monthly basis, but are considered to be earned when they are incurred. The payment process will be subject to bankruptcy court approval unless and until a plan of reorganization or liquidation is confirmed, or the matter is dismissed. If a retainer ("Retainer") is later determined to be appropriate, after applying the Retainer to the final invoice, there is a positive balance left in the Retainer, such positive balance will be returned to you. If a negative balance exists after application of the Retainer to the final invoice, Client agrees to pay the remaining amount owed as detailed herein.

The Firm retains the right to request replenishment or an increase in the amount of the Retainer if the current Retainer is deemed insufficient in the sole and absolute discretion of the Firm once the engagement begins or if new or unanticipated matters arise that are reasonably expected to generate significant legal fees. In such a circumstance, if the Firm and Client are unable to agree on the amount of the additional retainer within ten (10) days after the Firm's request, the Firm may decline to represent Client on such additional matters or on all matters.

The Client has agreed to pay the Firm's normal hourly billing rates as are in effect from time to time, plus expenses. Upon any termination of the Firm's representation hereunder for any reason, all fees for legal services rendered through such time, and expenses with respect to periods prior to such time (whether billed by the Firm or not prior to such time), shall be immediately due and payable upon presentation of any statement therefore.

In order to avoid representing parties with conflicts of interest, the Firm maintains a conflict of interest database. The Firm will not represent any party with an interest that may be adverse to that of a person or entity identified in the database without an examination to determine whether an actual conflict of interest exists. In this matter we propose to index **Compute North Holdings, Inc.** and its co-debtors (listed on Exhibit B, hereto) as the Firm's Client. Keep in mind that the Firm only represents the Client. Please advise us as to any individuals or business entities that will be involved with any matters likely to arise during our representation of the Client in order that we may index them in our conflicts system as potentially adverse parties.

From time to time, the Firm includes certain information about the Firm's relationship with its clients in information the Firm may provide to third parties, such as presentations to other prospective

FERGUSON BRASWELL FRASER KUBASTA PC

December 7, 2022
Page 3

clients, or in published information, such as press releases. This information might include the client's name, a brief description of its business and/or a description of the transactions in which the Firm is involved. By signing this Agreement, the Client consents to the Firm's disclosure of such information about the Firm's relationship with the Client. The Firm will offer the Client the opportunity to approve any press release before its publication. The Firm will not disclose or publicize any confidential or proprietary information about the Client.

Either the Client or the Firm is free to terminate the Engagement at any time. In such event, the Client will be responsible for all fees, expenses and disbursements incurred through the date of termination, and the Firm will work with the Client to effect an orderly transition of pending matters and delivery of files to new counsel.

Any controversy, dispute or claim arising out of, or in connection with, or in relation to the interpretation, performance or breach of this Agreement or the Engagement of the Firm and legal services rendered by it or any of its owners or employees, including but not limited to fee disputes and legal malpractice, shall be finally determined, at the request of either party, by arbitration conducted in Dallas, Texas, in accordance with existing rules for commercial arbitration of the American Arbitration Association, and judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The arbitrator shall award the prevailing party, in addition to the costs of the proceeding, that party's reasonable attorneys' fees. The parties hereto shall be bound by this provision and the results of any such arbitration. The parties hereto have the right to consult independent counsel about this and each other provision of this Agreement. The parties hereto acknowledge and agree that, if accepted by execution below, this provision eliminates their right to a jury or other trial in any and all disputes against the Firm or its owners or employees.

To enhance the efficiency of our practice, the Firm uses a variety of technology, including third party cloud-based platforms, to store documents, communicate with clients and other activities. The Client agrees that files and data provided to the Firm will be stored on a cloud-based service provider. For data security reasons, the Firm will provide the Client with a method for sharing files and data that meet the ABA's ethical guidelines regarding an attorney's duty of protecting information relating to the representation of a client ("Recommended Sharing Platforms"). The Firm has exercised due care in selecting providers whose security and management practices meet or exceed applicable ethics requirements and engage in ongoing monitoring and oversight of their services. The Firm cannot attest to the security and/or management practices of any non-Recommended Sharing Platforms (i.e.: Dropbox, Carbonite, or iCloud), and the Client agrees the sharing and/or storage of data through any non-Recommended Sharing Platforms is subject to such provider's security and management practices.

This Agreement is the entire agreement between the parties hereto and supersedes all prior oral or written agreements. This Agreement may be executed by facsimile and in multiple counterparts. This Agreement will be governed by and construed under the laws of the State of Texas.

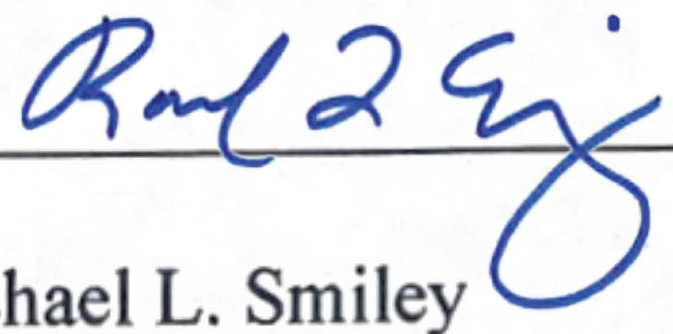
FERGUSON BRASWELL FRASER KUBASTA PC

December 7, 2022

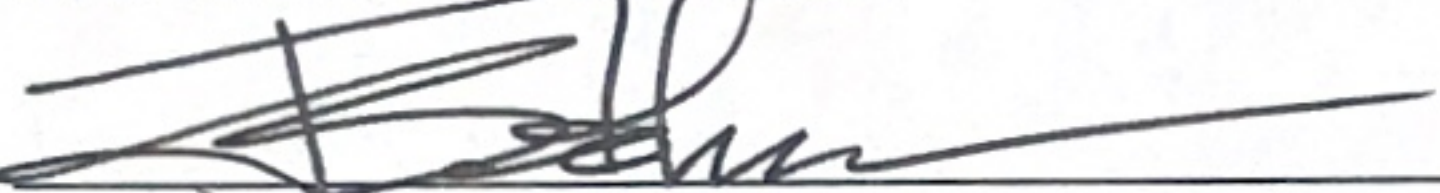
Page 4

We look forward to representing you on the basis set forth in this Agreement.

FERGUSON BRASWELL FRASER KUBASTA PC

By: 
Rachael L. Smiley

APPROVED AND AGREED:

By: 

Jason Stokes

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

FERGUSON BRASWELL FRASER KUBASTA PC

December 7, 2022

Page 5

EXHIBIT A

<u>Practice Areas</u>	<u>Hourly Rate</u>
Corporate/Transactional	\$250 - \$675
Intellectual Property	\$250 - \$700
Litigation and Bankruptcy	\$250 - \$700
Labor/Employment	\$250 - \$565
Real Estate	\$250 - \$600
Estate Planning	\$250 - \$550

PARALEGAL RATES

<u>Practice Areas</u>	<u>Hourly Rate</u>
Intellectual Property/Litigation	\$150 - \$200
Real Estate	\$150 - \$200
Corporate/Transactional	\$150 - \$225
Commercial Litigation	\$150 - \$225

FERGUSON BRASWELL FRASER KUBASTA PC

December 7, 2022

Page 6

EXHIBIT B

Compute North LLC
CN Corpus Christi LLC
CN Atoka LLC
CN Big Spring LLC
CN Colorado Bend LLC
CN Developments LLC
CN Equipment LLC
CN King Mountain LLC
CN Minden LLC
CN Mining LLC
CN Pledgor LLC
Compute North Member LLC
Compute North NC08 LLC
Compute North NY09 LLC
Compute North SD, LLC
Compute North Texas LLC
Compute North TX06 LLC
Compute North TX10 LLC